



**Jicarilla Solar 1 LLC**

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**Jicarilla Solar 1 LLC**

Cristi Thomas, P.E., Head of Engineering and Construction  
c/o Repsol Services Company  
2455 Technology Forest Boulevard  
The Woodlands, TX 77381

**Trisura Insurance Company**

Martin Moss  
1411 Opus Place, Suite 450  
Downers Grove, IL 60515

**Trisura Insurance Company**

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**Repsol Renewable**

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**2. A copy of, or a description by category and location of, all documents, data compilations, and tangible things in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.**

RESPONSE

- Solar Power Facility Engineering, Procurement And Construction Agreement – underlying agreement between Bridgelink Engineering LLC and Jicarilla Solar.
- Bonds documents and agreements listing Trisura Insurance Company as the surety, Bridgelink Engineering LLC as the Contractor, and Jicarilla Solar 1, LLC as the Owner.
- All correspondence and documents exchanged regarding the draw-down of the bond in question.
- All communications with Repsol Renewable regarding performance under the underlying Construction Agreement.

**3. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such**

computation is based, including materials bearing on the nature and extent of injuries suffered.

RESPONSE

- \$24,465,404.00 the compensation due under the Solar Power Facility Engineering, Procurement And Construction Agreement

**4. For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

RESPONSE

Not Applicable.

KEARNEY, MCWILLIAMS & DAVIS

By: /s/Vikesh N. Patel

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*Attorney for Defendants*  
*Pending Admission Pro Hac Vice*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 15th day of May 2024, a true and correct copy of the foregoing instrument was served on all parties and counsel of record in accordance with the Rules of Civil Procedure.

/s/Vikesh Patel  
Vikesh Patel